

MASSACHUSETTS BAY TRANSPORTATION AUTHORITY  
Ten Park Plaza  
Boston, MA 02116

RECORDATION NO. 15325-C

December 22 1987 9:20 AM

INTERSTATE COMMERCE COMMISSION

Ms. Noreta R. McGee, Secretary  
Interstate Commerce Commission  
Twelfth Street and Constitution Avenue, N.W.  
Washington, DC 20423

12-22-87  
10:00

ICC Washington, D. C.

Dear Secretary:

I have enclosed an original and one counterpart of the document described below to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

The document (the "Document") is:

Lease Supplement Amendment Agreement, dated as of December 22, 1987, a Secondary document.

The Primary document to which this is connected is the Lease Agreement, dated as of October 8, 1987, which has been assigned recordation number 15325.

The names and addresses of the parties to the Document are as follows:

Lessee:

Massachusetts Bay Transportation Authority  
Ten Park Plaza  
Boston, MA 02116  
Attention: Treasurer-Controller

Lessor:

The Connecticut National Bank,  
as owner trustee under the  
Owner Trust Agreement,  
dated as of October 8, 1987  
777 Main Street  
Hartford, CT 06115  
Attention: Corporate Trust Administration

A description of the equipment covered by the Document follows:

14 diesel-electric locomotives manufactured by the  
Electro-Motive Division of General Motors Corporation (the

"Manufacturer") pursuant to the Agreement, dated September 25, 1986, as amended, between the Manufacturer and Massachusetts Bay Transportation Authority ("MBTA") and identified by MBTA vehicle identification numbers (and AAR designations) 1050, 1051, 1052, 1053, 1054, 1055, 1056, 1057, 1059, 1060, 1061, 1062, 1063 and 1064.

A fee of \$10.00 is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to Goulston & Storrs, 800 South Street, Waltham, MA 02154-1439, Attention: Hynrich W. Wieschhoff.

A short summary of the Document to appear as an addition to the index entry on this transaction follows:

Secondary Document. Lease Supplement Amendment Agreement, between The Connecticut National Bank, as owner trustee under the Owner Trust Agreement, dated as of October 8, 1987, 777 Main Street, Hartford, CT 06115, as owner-lessor (the "Lessor"), and Massachusetts Bay Transportation Authority, Ten Park Plaza, Boston, MA 02116, as lessee (the "Lessee"), dated as of December 22, 1987, relating to certain amendments of Lease Supplement No. 1, dated October 8, 1987, between the Lessor and the Lessee and Lease Supplement No. 2, dated November 2, 1987, between the Lessor and the Lessee.

This filing is being made for precautionary purposes only and to make the transaction a matter of public record. This filing should not be construed as evidence of the intent of any of the parties to enter into any transaction other than that of a true lease.

A short summary of the transaction of which the Document is a part follows:

The Document has been entered into in connection with the leveraged lease financing of certain diesel-electric locomotives as contemplated by the Participation Agreement, dated as of October 8, 1987, among Massachusetts Bay Transportation Authority (the "Lessee"), The Connecticut National Bank, as owner trustee under the Owner Trust Agreement dated as of October 8, 1987 (the "Lessor"), The Connecticut National Bank, in its individual capacity, General Motors Acceptance Corporation (the "Original Owner Participant"), Massachusetts Mutual Life Insurance Company and MML Pension Insurance Company (the "Original Noteholders") and The Connecticut Bank and Trust Company, National Association, as Indenture Trustee (the "Indenture Trustee"). Under such transaction, the Lessor will lease up to 18 such locomotives to the Lessee pursuant to the Lease, and the Lessor will borrow certain moneys from the Original Noteholders and the Lessee. Such borrowings will be evidenced by Notes issued and secured

pursuant to the Trust Indenture and Security Agreement, dated as of October 8, 1987, between the Lessor and the Indenture Trustee. The initial holders of the Notes are the Original Noteholders and the Lessee.

The names and addresses of the other parties to such transaction are:

Original Noteholders:

Massachusetts Mutual Life Insurance Company  
1295 State Street  
Springfield, MA 01111  
Attention: Securities Investment Division

MML Pension Insurance Company  
1295 Main Street  
Springfield, MA 01111  
Attention: Securities Investment Division

Indenture Trustee:

The Connecticut Bank and Trust Company,  
National Association  
One Constitution Plaza  
Hartford, CT 06115  
Attention: Corporate Trust Department

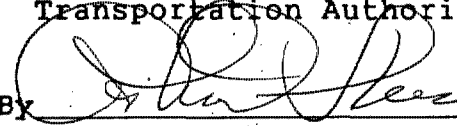
Original Owner Participant:

General Motors Acceptance Corporation  
3044 West Grand Boulevard  
Detroit, MI 48202  
Attention: Vice President - Plans Department

Please acknowledge receipt of this letter of transmittal and its enclosures by appropriately stamping the enclosed copy of this letter and by returning it to Mr. Wieschhoff courtesy of our messenger.

Very truly yours,

Massachusetts Bay  
Transportation Authority

By   
Arthur D. Shea  
Acting Treasurer-Controller

Enclosures: Lease Supplement Amendment Agreement (with  
Attachments) - Original and Notarized Copy  
Transmittal Letter (Copy)  
Check (\$10.00)

15325-C  
REGISTRATION NO. 15325-C

DEC 22 1987 - 5 40 AM

Lease Supplement Amendment Agreement INTERSTATE COMMERCE COMMISSION

This Lease Supplement Amendment Agreement is dated as of December 22, 1987, and is between The Connecticut National Bank, a national banking association, acting hereunder not in its individual capacity but solely as owner trustee under the Owner Trust Agreement (the "Lessor"), and Massachusetts Bay Transportation Authority, a body politic and corporate and a political subdivision of The Commonwealth of Massachusetts (the "Lessee").

W I T N E S S E T H:

Whereas, the Lessor and the Lessee have heretofore entered into the Lease Agreement, dated as of October 8, 1987 (the "Lease" and defined terms therein being hereinafter used with the same meanings);

Whereas, the Lease provides for the execution and delivery from time to time of Lease Supplements for the purposes of leasing specific items of Equipment under the Lease as and when delivered by the Lessor to the Lessee in accordance with the terms thereof;

Whereas, on October 8, 1987, the Lessor and the Lessee executed and delivered Lease Supplement No. 1, dated such date ("Lease Supplement No. 1"), pursuant to which the Lessor delivered and leased eight diesel-electric locomotives manufactured by the Manufacturer ("Locomotives") to the Lessee on such date;

Whereas, on November 2, 1987, the Lessor and the Lessee executed and delivered Lease Supplement No. 2, dated such date, pursuant to which the Lessor delivered and leased six Locomotives to the Lessee on such date;

Whereas, the Lessor's Purchase Price of the Locomotives set forth in Lease Supplements Nos. 1 and 2 is incorrect; and

Whereas, the Lessor and the Lessee desire to correct such error;

Now, Therefore, in consideration of the premises, of the agreements herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Lessor and the Lessee hereby agree as follows:

1. The second sentence of Section 2 of Lease Supplement No. 1 is hereby amended by deleting "\$15,204,144" and substituting "\$14,864,616" in lieu thereof.

2. The column entitled "Cost" in Annex 1 to Lease Supplement No. 1 is hereby amended by deleting each amount "\$1,900,518" and substituting "\$1,858,077" in lieu of each thereof.

3. The second sentence of Section 2 of Lease Supplement No. 2 is hereby amended by deleting "\$11,403,108" and substituting "\$11,148,462" in lieu thereof.

4. The column entitled "Cost" in Annex 1 to Lease Supplement No. 2 is hereby amended by deleting each amount "\$1,900,518" and substituting "\$1,858,077" in lieu of each thereof.

5. Except as expressly amended hereby, Lease Supplements Nos. 1 and 2 are in all respects ratified and confirmed, and this Lease Supplement Amendment Agreement is hereby expressly made supplemental to and a part of each thereof as appropriate.

6. This Lease Supplement Amendment Agreement has been delivered in the Commonwealth and shall be governed by, and construed in accordance with, the laws of the Commonwealth, including, without limitation, all matters of construction, validity and performance.

In Witness Whereof, the Lessor and the Lessee have caused this Lease Supplement Amendment Agreement to be duly executed, as a document under seal, as of the day and year first above written.

LESSOR:

THE CONNECTICUT NATIONAL BANK,  
not in its individual  
capacity but solely as owner  
trustee under the Owner Trust  
Agreement

[Seal]

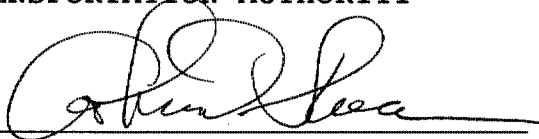
By

  
Name: ANDREA TURLO  
Title: VICE PRESIDENT

LESSEE:

MASSACHUSETTS BAY  
TRANSPORTATION AUTHORITY

By

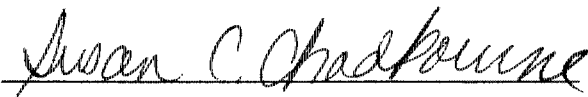
  
Arthur D. Shea  
Acting Treasurer-Controller

[Seal]

State of Connecticut)  
County of Hartford ) ss.

On this 15<sup>th</sup> day of December, 1987, before me personally appeared, Andrea F. Turlo, to me personally known, who being by me duly sworn, says that he/she is the Vice President of The Connecticut National Bank, that the seal affixed to the foregoing instrument is the corporate seal of said bank, that said instrument was signed and sealed on behalf of said bank by authority of its Board of Directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said bank.

[Seal]



My commission expires: \_\_\_\_\_

SUSAN C. CHADBOURNE

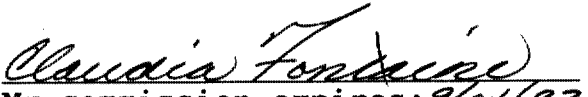
NOTARY PUBLIC

MY COMMISSION EXPIRES MARCH 31, 1990

Commonwealth of Massachusetts)  
County of Suffolk ) ss.

On this 21<sup>st</sup> day of December, 1987, before me personally appeared, Arthur D. Shea, to me personally known, who being by me duly sworn, says that he is the Acting Treasurer-Controller of Massachusetts Bay Transportation Authority, that the seal affixed to the foregoing instrument is the corporate seal of said authority, that said instrument was signed and sealed on behalf of said authority by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said authority.

[Seal]

  
My commission expires: 9/24/93